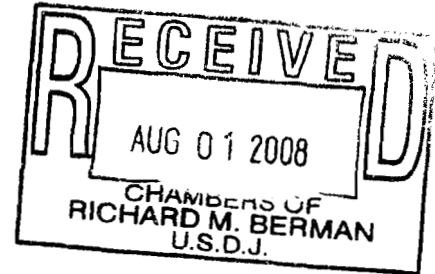


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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
FRED ALSTON, as a Trustee of THE
LOCAL 272 LABOR-MANAGEMENT PENSION FUND;
FRED ALSTON, as a Trustee of THE
LOCAL 272 WELFARE FUND,

Plaintiffs,

- against -

WALL STREET GARAGE PARKING CORP.,

Defendant.

Civil Action No.
08 Civ. 1231 (RMB)

SETTLEMENT STIPULATION
AND ORDER

-----X

IT IS HEREBY STIPULATED AND AGREED, by and between the attorney for the plaintiffs and the attorney for the defendant, all the parties to the above entitled action, that whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, the above entitled action is settled upon the following terms and conditions:

1. In the interest of fairness and without making any admissions by any party, the parties agree to settle this action by defendant paying and plaintiffs accepting the sum

of \$34,217.86.

2. Defendant shall pay the sum in 6 installments. The first installment of \$5,703.00 is due upon execution. Thereafter, 5 payments in the amount of \$5,703.00, on or before September 1, 2008; October 1, 2008; November 3, 2008; December 1, 2008; January 5, 2009. Payments shall be made by good check, payable to Jeffrey S. Dubin, as attorney, and sent to Jeffrey S. Dubin, Esq., 464 New York Avenue, Suite 100, Huntington, New York 11743.

3. Default by defendant is defined as the failure to make any required payment within ten (10) days of its due date. Default is further defined as the dishonor of any check tendered as payment hereunder.

4. Upon default by defendant in the payments set forth in the foregoing Section 3, and after failing to cure said default during a period not to exceed ten (10) business days after written notice thereof to defendant, the plaintiffs may enter judgment against defendant without further notice, in the amount of \$34,217.86, less any amounts paid hereunder, plus interest of 18% per annum, and reasonable attorney's fees and costs, in the United States District Court for the Southern District of New York.

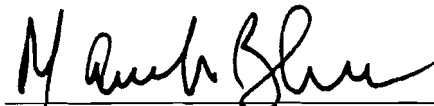
5. Plaintiffs agree that upon payment in full hereunder, plaintiffs' attorney shall forthwith prepare a Release of defendant, or if a judgment has been entered hereunder, a Satisfaction of Judgment, and in such event, he shall file the same with each Clerk with whom said judgment was docketed.

6. This action is dismissed with prejudice, however, the Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Settlement Agreement and any Order or Judgment resulting therefrom.

7. Either party may, without notice, submit this Agreement to the Court to be "so ordered."


8. The parties agree that this Stipulation is made without prejudice to the parties' rights and defenses in any other matters or disputes between the parties, or between either of the parties and any third parties, unrelated to the claims made in the complaint in this action.

Clerk to close this case.
Dated: Huntington, New York
 July 28, 2008



MAURICE HENRY BLUM ()
Attorney for Defendant
433 Prospect Avenue
Staten Island, New York 10301
(212) 246-9800

Dated: 7/28/08



JEFFREY S. DUBIN (JD-0446)
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464 New York Avenue
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(631) 351-0300

SO ORDERED:



Richard M. Berman
United States District Judge

8/1/08